

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA

FILED

AUG 14 2006

William B. Guthrie
Clerk, U.S. District Court

UNITED STATES OF AMERICA,)
Plaintiff,)

vs.)

CIV 05-407-SPS

By

Deputy Clerk

LARRY LEE HOLDER,)
a.k.a. Larry Holder;)
JANICE L. HOLDER,)
a.k.a. Janice Holder;)
BOARD OF COUNTY COMMISSIONERS OF)
CHOCTAW COUNTY, OKLAHOMA and)
COUNTY TREASURER OF CHOCTAW)
COUNTY, OKLAHOMA;)

Defendants.)

JOURNAL ENTRY OF JUDGMENT

This matter comes on to be heard this 14th day of August, 2006, upon the issues in plaintiff's complaint filed herein; the plaintiff, United States of America, appearing by Jeanette Windsor, Assistant United States Attorney for the Eastern District of Oklahoma; the defendant, Larry Lee Holder, appearing by his attorney, Joey D. Schmidt; the defendant, Janice L. Holder, now Ryan, appearing by her attorney, Warren Gotcher; the defendants, Board of County Commissioners of Choctaw County, Oklahoma and the County Treasurer of Choctaw County, Oklahoma, having filed their disclaimers herein, the Court carefully inspects and examines the files, records, and processes herein and finds that subsequent to the filing of plaintiff's complaint as follows:

NOW, the Court further finds that the plaintiff is entitled to and is hereby given a judgment in rem against the defendants, Larry Lee Holder and Janice L. Holder, now Ryan, as prayed for in plaintiff's complaint.

And the Court more specifically finds:

That on or about June 6, 1986, Larry L. Holder and Janice L. Holder executed and delivered to plaintiff a total of seven promissory notes the amounts of which are as follows:

<u>Instrument</u>	<u>Amount</u>	<u>Interest</u>	<u>Number of Installments</u>
Note	\$ 1,073.03	5%	27
Note	\$ 768.26	3%	34
Note	\$ 8,897.72	11 7/8%	36
Note	\$10,454.39	5%	36
Note	\$64,335.30	5%	16
Note	\$32,228.37	8½%	33
Note	\$59,292.95	5%	25

Said notes were rescheduled/ reamortized from prior notes.

Further, that in order to secure the payment of said promissory notes, the makers thereof, made, executed and delivered to plaintiff, their certain real estate mortgages whereby they conveyed and mortgaged to plaintiff the following described real property situated in Choctaw County, Oklahoma, to-wit:

TRACT 1: The NE4 of the NE4 of Section 1, Township 6 South, Range 14 East

and

TRACT 2: The N2 and the N2 of the NE4 of the SW4 and the NE4 of the NW4 of the SW4 of Section 6, Township 6 South, Range 15 East of the I.B.M.

which mortgages were duly executed and acknowledged by said borrowers, and the same are dated, acknowledged, and filed in the office of the County Clerk of Choctaw County, Oklahoma, as follows:

<u>Type</u>	<u>Date</u>	<u>Book</u>	<u>Page</u>
Mortgage	08-24-70	V44	237*
Mortgage	04-13-73	V68	122
Mortgage	06-02-79	V110	804
Mortgage	08-13-81	V130	895
Mortgage	08-13-84	V154	782

*This mortgage only mortgaged to the plaintiff Tract 1 of the above described legal description.

That the said defendants have defaulted in the payments provided in said notes and mortgages and have not paid the same in the amounts and at the times they agreed to pay the same, and by reason thereof, there is now due and owing the principal sum of \$137,433.63, plus interest accrued through July 3, 2006, in the amount of \$173,716.44, plus interest from that date at the daily rate of \$23.5712 until the date of judgment, and thereafter at the legal rate until paid in full, plus all costs and future costs of this action, including maintenance and protection fees; that by reason of the aforementioned default, plaintiff has elected to declare the entire principal balance and accrued interest thereon due and payable at once.

Further, that the said mortgage expressly provides that if the borrowers default in the payment of the debt secured thereby, the mortgagee may foreclose said mortgages and sell the mortgaged property at foreclosure sale and apply the proceeds from such sale on the said debt; and that appraisement of said premises is

expressly waived or not waived at the option of the mortgagee; and that plaintiff mortgagee states that it desires to have said real property sold with appraisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the plaintiff have judgment in rem against the defendants, Larry Lee Holder and Janice L. Holder, now Ryan.

2. That the mortgage lien of the plaintiff, United States of America, be and the same is hereby established as a first, prior and superior lien on the real estate and premises hereinbefore described, and that such mortgage lien be and the same is hereby ordered foreclosed, and the mortgaged property is hereby ordered appraised and sold by Judicial Sale in the manner provided by said mortgage and by the provisions of Title 28 U.S.C. §2001 et seq.

3. That the defendants, Larry Lee Holder and Janice L. Holder, now Ryan, and each of them, have no right, title, or interest in or to said mortgaged property, or any part thereof; and that said defendants, and each of them, and all persons claiming by, through or under them, be and are hereby perpetually barred, restrained and enjoined from ever claiming or asserting any right, title or interest in or to the said mortgaged property, hereinbefore described, which is adverse or hostile to the title of the record owner.


4. That any one in possession of subject property should relinquish possession upon the receiving of the journal entry of judgment. If such possession is not relinquished at that time, a Writ of Assistance will be issued.

5. That the proceeds from the sale of said mortgaged property be applied as follows:

FIRST: To the payment of costs of this action, and the cost of foreclosure sale;

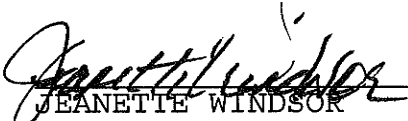
SECOND: To the satisfaction of the judgment in favor of the plaintiff, in the amount of \$137,433.63 plus interest through July 3, 2006, in the amount of \$173,716.44 plus interest from that date at the daily rate of \$23.5712, until the date of judgment, plus interest from the date of judgment at the legal rate of 5.12% per annum computed daily and compounded annually until paid in full, plus all costs and future costs of this action; including maintenance and protection fees;

THIRD: The residue, if any, to be paid into the office of the Clerk of this Court to abide the further Order of this Court.


UNITED STATES DISTRICT JUDGE
MAGISTRATE

APPROVED AS TO FORM;

SHELDON J. SPERLING
United States Attorney


JEANETTE WINDSOR
Assistant U.S. Attorney
1200 West Okmulgee
Muskogee, Oklahoma 74401
918-684-5100
918-684-5130 - fax
jeanette.windsor@usdoj.gov



WARREN GOTCHER O.B.A. 3495

P O Box 160

McAlester OK 74502

Attorney for Janice L. Holder, now Ryan



JOEY D. SCHMIDT O.B.A.11507
P O Box 720633
Norman OK 73070
Attorney for Larry Lee Holder